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8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 In re: ) Case No. 13-53491  
12 272 E SANTA CLARA GROCERY, LLC, ) CHAPTER 11  
13 Debtor. ) **APPLICATION FOR ORDER**  
14 ) **APPOINTING COUNSEL FOR**  
15 ) **DEBTOR**  
16 )  
17 )  
18 )

19 The Application of 272 E SANTA CLARA GROCERY, LLC, Debtor and Debtor-in-  
20 possession herein ("Applicant" or "Debtor"), Debtor herein, respectfully represents:

- 21 1. Applicant filed a Voluntary Petition under the provisions of Chapter 11 of the  
22 Bankruptcy Code on or about June 27, 2013.
- 23 2. Applicant believes that in order to be successful in its reorganization effort, it is  
24 essential that Applicant, as debtor-in-possession, be represented and advised throughout this case,  
25 and in every phase thereof, by competent legal counsel. Applicant has selected the law firm of  
26 CAMPEAU GOODSSELL SMITH ("CGS") as his counsel in this case, and has made diligent inquiry  
27 and determined that said law firm possesses the requisite integrity, skill, intelligence, experience and  
28 familiarity with proceedings of this type to provide him with representation and advice as will

1 benefit Applicant, its Estate, its creditors and other parties in interest.

2 3. Applicant has further inquired and determined that none of the attorneys who compose  
3 said law firm have any connection with any creditor or other party involved in this case, or with, to  
4 the best of Applicant's knowledge, any attorney or attorneys for such creditor or other party in  
5 interest, and that said law firm represents no interest which is adverse to that of Applicant or his  
6 Estate with respect to any of the matters upon which such firm has been or is to be engaged, nor does  
7 such firm represent any interest adverse to any creditor involved in this case.

8 4. Applicant desires to retain CGS as its general bankruptcy counsel. The attorneys in said  
9 law firm have considerable experience in bankruptcy, insolvency, corporate reorganization and  
10 debtor/creditor law, and each of them is well qualified to represent the Debtor in this case. Said law  
11 firm has agreed to undertake Applicants' representation in accordance with its normal hourly billing  
12 rates, which rates range for attorneys/associates from \$340-475 per hour and for paralegals/lawclerks  
13 at \$75 per hour. Said law firm will seek compensation based upon such normal and usual hourly  
14 billing rates plus reimbursement for all expenses advanced on Applicants' behalf. A copy of the  
15 Attorney-Client Fee Contract is attached hereto as Exhibit A. Prior to Applicant's petition filing,  
16 CGS agreed on an initial retainer in the sum of \$20,000.00 in connection with this case and to have  
17 party(ies) other than Debtor, including Andrew A. Lewis, to pay the retainer as follows: \$10,000 in  
18 July and \$10,000 in August.

19 WHEREFORE, Applicant prays that it be authorized to employ and appoint the law firm of  
20 CAMPEAU GOODSELL SMITH to represent it as set forth hereinabove, and that Applicant have  
21 such other and further relief as the Court deems just and proper.

22 Dated: July 8, 2013

/s/ Andrew A. Lewis  
Andrew A. Lewis, Manager  
272 E SANTA CLARA GROCERY, LLC